

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: John P. Kerr a/k/a John Kerr
Debtor(s)

CHAPTER 13

Deutsche Bank National Trust Company, as Indenture
Trustee, for New Century Home Equity Loan Trust
2006-1

Movant

NO. 23-10496 MDC

vs.

John P. Kerr a/k/a John Kerr

Debtor(s)

KENNETH E. WEST ESQUIRE

Trustee

11 U.S.C. Section 362

**MOTION OF DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE
TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST 2006-1
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2006-1.

2. Debtor(s) is the owner(s) of the premises 1230 Fuller Street, Philadelphia , PA 19111, hereinafter referred to as the mortgaged premises.

3. Movant is the holder of a mortgage, original principal amount of \$191,250.00 on the mortgaged premises that was executed on March 10, 2006. The Mortgage has been assigned as follows:

New Century Mortgage Corporation to Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2006-1 dated 8/13/2015; recorded 10/9/2015

4. KENNETH E. WEST ESQUIRE, is the Trustee appointed by the Court.

5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. Carrington Mortgage Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the

promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage.

7. Debtor(s) has failed to make the monthly post-petition mortgage payments in the amount of \$1,186.64 for the months of March 2023 through May 2023.

8. The total amount necessary to reinstate the loan post-petition is \$3,559.92.

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin, Esq.

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